

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Hawkeye Engine Services, LLC,)	
)	
Plaintiff,)	
)	Case No. 16-cv-08796
v.)	
)	Hon. Elaine E. Bucklo
Perimeter International, Inc., d/b/a Perimeter Global Logistics,)	
)	Hon. Michael T. Mason
Defendant.)	
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)	
Perimeter International, Inc., d/b/a Perimeter Global Logistics,)	
)	
Counter-plaintiff,)	
)	
v.)	
)	
Hawkeye Engine Services, LLC,)	
)	
Counter-defendant.)	
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)	
Perimeter International, Inc., d/b/a Perimeter Global Logistics,)	
)	
Third-party-plaintiff,)	
)	
v.)	
)	
Bowling Green Logistics Inc. and Noel Transportation)	
Corporation d/b/a Noel Logistics,)	
)	
Third-party-defendants.)	

**PGL’S MOTION FOR ENTRY OF FINAL JUDGMENT
AGAINST BOWLING GREEN LOGISTICS, INC. AND
NOEL TRANSPORTATION CORPORATION D/B/A NOEL LOGISTICS**

Perimeter International, Inc., d/b/a Perimeter Global Logistics (“PGL”), by its undersigned counsel, hereby moves the Court pursuant to Federal Rule of Civil Procedure 55(b)(2) for entry of final judgment against Bowling Green Logistics, Inc. and Noel Transportation

Corporation d/b/a Noel Logistics in the form of the proposed Final Judgment attached hereto as Exhibit 1,¹ or, alternatively, in a form substantially similar thereto, and in support hereof, PGL states:

1. Hawkeye Engine Services, LLC (“Hawkeye”) commenced this lawsuit on September 9, 2016 seeking \$82,800.00, plus interest, fees and costs, from PGL arising out of a motor carrier shipment from Mexico to New Mexico in May and June, 2015. ECF No. 1 at 8.

2. PGL eventually filed a third-party complaint against Bowling Green Logistics, Inc. (“Bowling Green”) seeking indemnity for any damages of Hawkeye arising from the shipment for which PGL may be responsible. ECF. No. 17 at 20—25. On July 26, 2017, the Court granted PGL’s motion requesting entry of a default order and judgment against Bowling Green. ECF No. 28.

3. PGL subsequently filed a similar third-party complaint against Noel Transportation Corporation d/b/a Noel Logistics (“Noel Logistics”) after learning of its involvement in the shipment. ECF No. 45. On October 27, 2017, the Court granted PGL’s motion for entry of a default order and judgment against Noel Logistics. ECF No. 55.

4. PGL reached a settlement with Hawkeye on August 31, 2018, which is memorialized in a written and executed agreement. Pursuant to the settlement agreement, PGL effectively paid to Hawkeye \$28,119.46, the sum of \$19,000.00 for dismissal of Hawkeye’s two claims against PGL and the value of PGL’s counterclaim against Hawkeye, which also will be dismissed by stipulation of PGL and Hawkeye filed with the Court likely next week.

¹ A copy of Exhibit 1 in Microsoft Word format will be delivered to the Court at Proposed_Order_Bucklo@ ilnd.uscourts.gov after this motion is filed.

5. The value of PGL's counterclaim against Hawkeye was determined by adding the \$6,300.00 invoice amount (ECF No. 17 at 16—19 & Exhibit 3 thereto) and contractually agreed to prejudgment interest rate of fifteen percent per annum (ECF No. 17, Exhibits 1 & 2, § 8(e)) since the invoice payment became due—September 8, 2015—through the date of the settlement—August 31, 2018. This prejudgment interest for 1,089 days totaled \$2,819.46.

6. On September 6, 2018, PGL sent a wire transfer to Hawkeye in the amount of \$19,000.00. *See* Exhibit 2 hereto (redacted wire transfer record).

7. Accordingly, PGL requests entry of the proposed Final Judgment attached hereto as Exhibit 1 or an order substantially similar thereto so that PGL may recoup the \$28,119.46 for which it is responsible from Bowling Green and/or Noel Logistics.

WHEREFORE, based on the foregoing, Perimeter International, Inc., d/b/a Perimeter Global Logistics respectfully requests that the Court enter the proposed Final Judgment attached hereto as Exhibit 1 or, alternatively, an order substantially similar thereto which finds Bowling Green Logistics, Inc. and Noel Transportation Corporation d/b/a Noel Logistics jointly and severally liable to Perimeter International, Inc., d/b/a Perimeter Global Logistics in the amount of \$28,119.46.

Respectfully submitted,

PERIMETER INTERNATIONAL, INC., d/b/a
PERIMETER GLOBAL LOGISTICS

By: /s/ Brian P. O'Connor
One of its attorneys

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CERTIFICATE OF SERVICE

I, Brian P. O'Connor, an attorney, certify that I caused the foregoing PGL's Motion for Entry of a Final Judgment against Bowling Green Logistics, Inc. and Noel Transportation Corporation d/b/a Noel Logistics to be served on the following via ECF before the hour of 4:00 p.m. on September 7, 2018:

Jeanah Park (jpark@vedderprice.com)
Rachel T. Copenhaver (rcopenhaver@vedderprice.com)
VEDDER PRICE P.C.
222 North LaSalle Street
Chicago, Illinois 60601

/s/ Brian P. O'Connor